

A. G. Contract No. KR922441TRN
IHS Project No. PH93-379
ECS File: JPA 92-102
Project: STP 215(1)/H 0692 01U
Section: SR-73 Whiteriver

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE UNITED STATES OF AMERICA
U.S. PUBLIC HEALTH SERVICE

THIS AGREEMENT is entered into 12 FEBRUARY, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
UNITED STATES OF AMERICA, U.S. PUBLIC HEALTH SERVICE, acting by
and through its INDIAN HEALTH SERVICE (the "Health Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Health Service is empowered by Public Law 86-121
(42 USC 2004a, 73 Stat. 267) to enter into this agreement and
has authorized the undersigned to execute this agreement on
behalf of the Health Service.

3. Incident to an improvement project to State Route 73
the State now has in progress at Whiteriver, it is necessary to
replace or relocate approximately 5,700 LF of water and sewer
lines with associated components, at an estimated cost of
\$541,750.00, all at State expense, hereinafter referred to as
the Project.

4. Because Health Service is the Federal agency responsible
for health and the provision of environmental health services,
including the construction of sanitation facilities relating to
the Project systems on the Fort Apache Indian Reservation, the
State and Health Service has agreed to jointly participate in
the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>17370</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/12/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wm. D. Groenewald</u>

II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications, special provisions, construction forecast cost options and such other documents and services appropriate for construction bidding and construction. Incorporate Health Service review comments.

b. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Advance funds to the Health Service for the reasonable direct actual cost of construction, with no profit or fee, in an amount estimated at \$411,750.00, within thirty (30) days after receipt and approval of an invoice.

d. Advance funds to the Health Service for the reasonable direct actual cost of construction engineering, in an amount not to exceed \$50,000.00, within thirty (30) days after receipt and approval of an invoice.

2. The Health Service will:

a. Review the design documents and provide comments as appropriate.

b. In cooperation with, and by separate agreement with the White Mountain Apache Tribe, cause the Project to be bid, and with the written concurrence of the State, cause one or more construction contracts for the Project to be awarded. Insure administration of same and that appropriate payments are made to the contractor(s). Insure Project construction completion no later than August of 1993. Obtain the written concurrence of the State on any construction contract modifications. Be responsible for any contractor claims for extra compensation attributable to the Health Service.

c. After bid opening, invoice the State in an amount sufficient to award a construction contract, in an amount estimated at \$411,750.00.

d. Upon completion and acceptance of the Project, insure that future maintenance is provided by the White Mountain Apache Tribe, or other competent authority.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to State audit are applicable to this contract.

5. The State and the Health Service will adopt a claims process compliant with the Federal Tort Claims Act and acceptable to the Health Service and the State. Such process shall contain a provision for arbitration.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

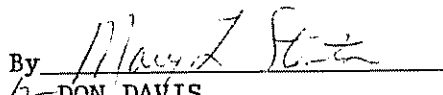
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

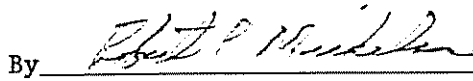
Indian Health Service
Office of Environmental Health
3738 North 16th Street Suite A
Phoenix, AZ 85016-5981

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

U.S. PUBLIC HEALTH SERVICE
Indian Health Service

STATE OF ARIZONA
Department of Transportation


By 
DON DAVIS
Area Director

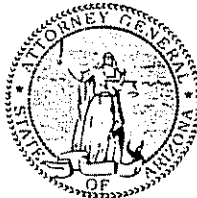
By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 26th day of October 1992, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the U.S. Public Health Service, Indian Health Service for the purpose of defining responsibilities for the design, construction and maintenance of 5,700 LF of water and sewer line replacements or relocations.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


JAMES S. CREEDON
Acting Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2441-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 9th day of February, 1993.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath".

JAMES R. REDFATH
Assistant Attorney General
Transportation Section

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

REQUEST FOR JOINT PROJECT AGREEMENT

Date: 9-18-92

JPA # 92-102
(TO BE FILLED IN BY JPA BRANCH)

TO: JOINT PROJECT ADMINISTRATION
ENGINEERING CONSULTANTS SERVICES (118E)

FROM: Ginger Murdough
(NAME)
Consultant Management Services
(DEPT / DIV)
621 E 75 St
(MAIL DROP / PHONE #)

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Project Carrizo-Whiteriver Indian Pine Hwy, (SR 73) DIST 1 2 3 (4)

Five Year Program Item Number FY '92-'93, Item 175

Description/Location Relocate water & sewer utilities - Whiteriver Streets

Project Number & TRACS STP 215(1), 073 NA 337 H0692 014

Projected Bid Date? Late February 1993

Type: Drain/ Hwy/ Hwy Maint/ Landscape/ ROW/ Sig Main/ Utility/ Other

Agreement will be with: Indian Health Service
(city/county/etc)

Point of Contact: John Hamilton
(name/title)

Address: Office of Environmental Health, 3738 N. 16th St, Suite A, Phoenix, AZ 85016-5981

Telephone: 263-1658 263 1668 FX

Cost to ADOT Design = Approx. \$80,000
Const. = Approx. \$400,000 Cost to Other: Admin. of Contract, Cost unknown

Cost Estimate Total: \$480,000 copy attached? Yes

* * Scope of Work: ADOT to provide water and sewer plans and special provisions through their Design Consultant, in a format suitable for bid and administration by the WMAT. ADOT will provide several bid schedules which reflect various options so that the available funds can be utilized for the best benefit of the Town of Whiteriver. The fund transfers will be managed by Indian Health Services. It should be understood that the amount of funds available for utility relocation depends on the appraisal of the required right-of-way.
(Provide complete project details)

* The utility relocation funds are to be non federally funded. See attached.

* * See Copy of meeting minutes from 8-28-92 for clarification and additional information.